

EMPLOYMENT AGREEMENT

HEAD WOMEN'S TENNIS COACH

THIS EMPLOYMENT AGREEMENT (this "Agreement"), made and entered into as of the 1st day of July 2018 is by and between The University of North Carolina at Chapel Hill ("University") and Brian Kalbas ("Coach").

WHEREAS, University desires to employ Coach as Head Women's Tennis Coach and Coach desires to engage in such employment under the terms and conditions set forth below; and

WHEREAS, this Agreement cancels and supersedes all prior agreements between the parties; and

WHEREAS, the parties acknowledge that, although this Agreement is sports-related, the primary mission of the University is education, and, accordingly, the primary purpose of all of the University's legal arrangements, including this Agreement, is the furtherance of the University's educational mission;

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth, it is agreed as follows:

1. Term of Employment.

- (a) University agrees to employ Coach and Coach agrees to serve as the University's Head Women's Tennis Coach for a "Term" beginning July 1, 2018 and continuing until June 30, 2023 (the "Expiration Date"). Although this Agreement may be executed on a date other than July 1, 2018 the parties shall treat the effective date of this Agreement as July 1, 2018.
- (b) Each party shall notify the other at least 90 days prior to the Expiration Date whether the party wishes to engage in negotiations for a new agreement following the expiration of the Term or whether the party does not wish to enter into a new agreement following the expiration of the Term.

2. Duties.

Coach is hereby employed by University as Head Women's Tennis Coach with all of the duties, responsibilities, obligations, and privileges as are assigned to Coach by the Director of Athletics, which duties may include, without limitation, the following:

- (a) Directing and conducting the Women's Tennis Program (the "Program") in keeping with the educational purpose of and the traditions, values, integrity, and ethics of the University;

- (b) Recruiting and retaining only academically qualified student-athletes and promoting and encouraging academic progress, in conjunction with the faculty and University, of such student-athletes toward graduation in defined degree programs;
- (c) Serving as Head Coach for the Program (including, without limitation, the making of customary coaching decisions such as development and implementation of the systems and strategies used in competition, conduct of practice and training, selection of team members, deployment of student-athletes, and all other matters relating to the practice for and play of games, as well as the performance of all other duties customarily associated with the position of Head Coach of a major Division I athletic program);
- (d) Monitoring and encouraging the regular progress toward an academic degree of those student-athletes who are members of the Program, and making reasonable and good faith efforts, in cooperation with the University's faculty, administration and the Academic Support Program for Student-Athletes, to meet all student-athletes' academic requirements;
- (e) Demonstrating personal behavior and conducting the Program in accordance with all applicable rules, regulations, and policies of and applicable to University and in accordance with the Constitution, bylaws, legislation, and regulations of the National Collegiate Athletic Association ("NCAA") and the Atlantic Coast Conference ("ACC") or other conference of which University is a member, as such may be amended from time to time. Coach shall promptly advise the Director of Athletics if Coach has reason to believe that violations have occurred or will occur and shall cooperate fully in any investigation of possible violations conducted or authorized by the University, the ACC, or the NCAA at any time;
- (f) Promoting an atmosphere of compliance with, abiding by, and complying with all current and future "Governing Body Requirements" (as defined herein) and working cooperatively with the University's Department of Athletics Compliance Office, the Faculty Athletics Representative, and the University's administration on compliance matters and NCAA and ACC rules education. For purposes of this Agreement, the term "Governing Body Requirements" shall mean and refer to any and all current and future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the ACC or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the University's athletics programs as well as any applicable laws enacted by the State of North Carolina and/or the federal government governing intercollegiate athletics, and all University and Department of Athletics policies;

- (g) Supervising and maintaining responsibility for the conduct and activities of all Program assistant coaches, Program staff members, employees, and student-athletes under Coach's supervision, including maintaining good faith compliance by all such individuals with all Governing Body Requirements. This responsibility shall include, without limitation, developing reasonable processes for monitoring Program compliance and providing annual evaluations of such assistant coaches and staff members;
- (h) Promoting, representing and assisting the University in marketing the University, its intercollegiate Program, and its athletics program, through personal appearances, speeches, press conferences, internet broadcasts or displays, and other activities and events as reasonably requested by the University;
- (i) Under the direction of the Director of Athletics or Sport Administrator(s) as may be assigned by the Director of Athletics ("Sport Administrator"), maintaining responsibility for the fiscal and budgetary functions associated with the Program;
- (j) Cultivating and maintaining effective relations with students, faculty, staff, and friends of the University;
- (k) Maintaining and enforcing any and all disciplinary policies and drug policies of the University; and
- (l) Such other reasonable duties as may be assigned by the Director of Athletics or Sport Administrator from time to time, consistent with those duties typically applicable to a Division I Head Women's Tennis Coach.

The parties recognize that a student-athlete may be declared ineligible for competition for academic reasons, as a disciplinary sanction under the University's policies, including the Student-Athlete Code of Conduct, or because the University believes that he or she is not eligible according to the rules for athletic competition specified by the ACC or the NCAA or for similar reasons. This decision may be made by Coach, the Director of Athletics, or the Chancellor (or the Chancellor's designee). In no event shall such an action taken by the University be considered a breach of this agreement.

Coach agrees faithfully and diligently to use Coach's best efforts to perform all the duties of the position of Head Women's Tennis Coach and to devote such time, attention, and skill to the performance of these duties as necessary. During the term of this Agreement, Coach shall report to and be under the immediate supervision of University's Director of Athletics or Sport Administrator and shall regularly confer with such Director of Athletics or Sport Administrator on matters concerning administrative and technical decisions. Without limiting the generality of the foregoing, Coach shall have the responsibility and authority, in consultation with the Director of Athletics and consistent with all applicable University policies and other Governing Body Requirements, as such may be amended from time to time, to employ and discharge all personnel assigned to the Program.

3. Compensation.

- (a) Annual Salary: During the Term, the University shall pay Coach an annual Base Salary at the following rates for the periods indicated, subject to compensation policies adopted by the University’s Board of Governors and/or Board of Trustees, payable in accordance with the University’s payroll policies and practices as in effect from time to time, and subject to applicable deductions and withholdings. The annual Base Salary shall be based on a twelve-month employment period commencing on July 1, 2018 and concluding on the day before July 1 of the succeeding year (such period a “contract year”) and shall be pro-rated for any partial contract year. For all purposes under this Agreement, the term “Base Salary” shall refer to Coach’s base salary rate then in effect pursuant to this Section, and shall not include any bonus, additional form of compensation, benefits, or other amounts payable to Coach as provided in this Agreement.

July 1, 2018 – June 30, 2019	\$180,000
July 1, 2019 – June 30, 2020	\$185,000
July 1, 2020 – June 30, 2021	\$190,000
July 1, 2021 – June 30, 2022	\$195,000
July 1, 2022 – June 30, 2023	\$200,000

In addition to the “Base Salary” Coach shall be eligible for various supplementary performance-related compensation payments made at the discretion of the Director of Athletics in accordance with the Department of Athletics’ Incentive Compensation Plan approved by the Board of Trustees, as may be amended from time to time. Coach is also eligible for the following:

- (b) Conference Championship (Regular Season): In any year in which the Women’s Tennis team wins the ACC Conference regular season Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Five Thousand Dollars (\$5,000). Any amount earned under this subsection shall be paid within seventy-five (75) days following the final game of the Women’s Tennis team’s season, including post-season.
- (c) Conference Championship (Tournament): In any year in which the Women’s Tennis team wins the ACC tournament, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Five Thousand Dollars (\$5,000). Any amount earned under this subsection shall be paid within seventy-five (75) days following the final game of the Women’s Tennis team’s season, including post-season.
- (d) NCAA First Round: In any year in which the Women’s Tennis team participates in the first round of the NCAA post-season tournament, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Ten Thousand Dollars (\$10,000). Any amount earned under this subsection shall be paid within seventy-five (75) days following the final game of the Women’s Tennis team’s season, including post-season.

- (e) NCAA Round of Sixteen: In any year in which the Women's Tennis team participates in the round of sixteen of the NCAA post-season tournament, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Fifteen Thousand Dollars (\$15,000). Any amount earned under this subsection shall be paid within seventy-five (75) days following the final game of the Women's Tennis team's season, including post-season.
- (f) NCAA Round of Eight: In any year in which the Women's Tennis team participates in the round of eight of the NCAA post-season tournament, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Fifteen Thousand Dollars (\$15,000). Any amount earned under this subsection shall be paid within seventy-five (75) days following the final game of the Women's Tennis team's season, including post-season.
- (g) NCAA Semifinal: In any year in which the Women's Tennis team participates in the semifinal game of the NCAA post-season tournament, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Twenty Thousand Dollars (\$20,000). Any amount earned under this subsection shall be paid within seventy-five (75) days following the final game of the Women's Tennis team's season, including post-season.
- (h) NCAA Championship: In any year in which the Women's Tennis team participates in the championship game of the NCAA post-season tournament, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Twenty Five Thousand Dollars (\$25,000). Any amount earned under this subsection shall be paid within seventy-five (75) days following the final game of the Women's Tennis team's season, including post-season.
- (i) NCAA Championship Win: In any year in which the Women's Tennis team wins the national championship by winning the NCAA post-season tournament, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Fifty Thousand Dollars (\$50,000). Any amount earned under this subsection shall be paid within seventy-five (75) days following the final game of the Women's Tennis team's season, including post-season.
- (j) Conference Coach of the Year: In any year in which Coach is recognized as the Coach of the Year in the ACC or any other conference of which the University is a member during the Term, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to One Thousand Dollars (\$1,000).
- (k) Regional Coach of the Year: In any year in which Coach is recognized as the Regional Coach of the Year by the Intercollegiate Tennis Association, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to One Thousand Dollars (\$1,000).

- (l) National Coach of the Year: In any year in which Coach is recognized as the Coach of the Year by the Intercollegiate Tennis Association, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Five Thousand Dollars (\$5,000).
- (m) Grade Point Average: In any year in which the annual team grade point average (“GPA”) at the University among members of the Women’s Tennis team equals or exceeds 3.0, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Five Thousand Dollars (\$5,000). For purposes of this subsection, annual team GPA means the average of the fall term team GPA and the spring term team GPA as determined by the Academic Support Program for Student Athletes (ASPSA)’s GPA Guidelines, as those Guidelines may be revised from time to time. Any amount earned under this subsection shall be paid within seventy-five (75) days following ASPSA’s determination of the annual GPA pursuant to ASPSA’s GPA Guidelines.
- (n) Annual Progress Rate: In any year in which the single year Academic Progress Rate (APR) for the Women’s Tennis team submitted by the University to the NCAA equals or exceeds 975 during the Term, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Five Thousand Dollars (\$5,000). Any amount earned under this subsection shall be paid within seventy-five (75) days following the NCAA’s final notice that the University has completed its submission of APR data to the NCAA.
- (o) Federal Graduation Rate: In any year in which the four class average Federal Graduation Rate (FGR) submitted by the University to the NCAA for members of the Women’s Tennis team equals or exceeds ninety (90) percent, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Five Thousand Dollars (\$5,000). Any amount earned under this subsection shall be paid within seventy-five (75) days following the NCAA’s final notice that the University has completed its submission of FGR data to the NCAA.
- (p) Coach may receive multiple bonuses in any contract year, making the amounts earned pursuant to Sections 3(b) – (o) cumulative.

4. Benefits.

Coach’s position is classified as an EHRA Non-Faculty Employee of the University. As an EHRA Non-Faculty Employee, Coach shall be entitled to receive all employee-related benefits which are normally available to other twelve-month EHRA Non-Faculty Employees. Coach’s employment is subject to the *Employment Policies for EPA (EHRA) Non-Faculty Research Staff, Instructional Staff, and Tier II Senior Academic and Administrative Officers of The University of North Carolina at Chapel Hill*, as adopted by the Board of Trustees and as revised from time to time (the “Policies”). A copy of the current Policies is attached to this Agreement and incorporated herein by reference. Coach acknowledges that benefits or classifications provided by University are subject to change from time to time by the North

Carolina Legislature or the University. As an EHRA non-faculty employee, Coach is entitled to twenty-four (24) annual leave days per year.

In addition to the benefits generally accorded an EHRA Non-Faculty Employee, so long as Coach continues to serve as University's Head Coach for the Program and fulfill the duties set forth in this Agreement, University shall provide to Coach the following additional benefits:

- (a) An entity controlled by Coach shall be entitled to operate an athletic camp or clinic in accordance with the policies of University concerning the operation of such camps and clinics, as discussed in more detail below.
- (b) Coach shall be entitled to advise and comment on all proposed scheduling of University intercollegiate athletic competition by the Program during the term of this Agreement.
- (c) The University shall provide an automobile or comparable annual stipend amount for Coach's use as provided for in the "UNC Chapel Hill Policy on Non-Salary and Deferred Compensation."
- (d) Tickets in accordance with Department of Athletics policies.

5. Outside Activities and Compensation.

- (a) During the Term, Coach shall devote Coach's entire attention and energy to the business and affairs of the University on a full-time basis, exercising Coach's best efforts, skills, and knowledge. Notwithstanding the foregoing, Coach may also engage, in Coach's personal capacity and not as a University employee, in any other permissible activities referred to in this Agreement as well as such other activities as are not inconsistent with (i) the Governing Body Requirements; (ii) the policies, rules, procedures, practices, and directives of the University; (iii) any other contract to which the University is a party; and (iv) the provisions of this Agreement. No such activities shall conflict with or be detrimental to Coach's duties as Head Coach of the Program, or be competitive with or otherwise detrimental to the University's interests. All such activities are independent of Coach's University employment, and the University shall have no responsibility or liability for any claims arising from them. Coach agrees to indemnify and hold harmless the University, its Board of Trustees, and its employees from any and all suits, claims, demands, damages, liabilities, costs and expenses, including reasonable attorney fees, arising from any such outside activity.
- (b) Subject to compliance with the Governing Body Requirements, including the Policy on External Professional Activities for Pay of The University of North Carolina Board of Governors, NCAA and ACC Regulations, all other relevant policies applicable to or of the University, and laws concerning conflicts of interest, and with prior approval from the Director of Athletics and otherwise as

required by said policies, Coach may earn other revenue while employed by University. Such activities are independent of Coach's University employment, and the University shall have no responsibility for any claims by Coach or against Coach arising therefrom. Activities permitted under this Section shall include engaging in any radio, television, motion picture, writing, or any similar activity, personal appearances, commercial endorsements, and athletic camps or clinics, except as noted below. With respect to any such independent activities that are commercial in nature, including, without limitation, activities that promote a private business or service, Coach shall not, without the express written permission of University, make use of University's name, logos, trademarks, insignias, or symbols, or any name, image, or likeness of any student-athlete or prospective student-athlete associated with the University.

- (c) Athletic camps or clinics, or other activities using University's name, shall be conducted only with the prior approval of the Director of Athletics and the Chancellor, which approval shall not be unreasonably withheld; and shall be conducted in accordance with the University's contractual obligations and all Governing Body Requirements, including those requiring the payment of fees and other conditions for use of University facilities. Coach is required to adhere to the Department of Athletics Camp Manual, as in effect from time to time. University shall also have the right to conduct, at University's expense using an accountant of University's choice, a full financial audit of any athletic camp or clinic run by Coach or an entity owned by, operated by, and/or otherwise affiliated with Coach.
- (d) To the extent required by NCAA Regulations and/or other Governing Body Requirements, Coach shall report annually as of July 1 to the Chancellor through the Director of Athletics all athletically-related income from sources outside the University, including, but not limited to, income from annuities, athletic camps, endorsements, television and radio programs, and all other athletically-related income from whatever outside source. University shall have reasonable and prompt access to all records of Coach to verify this report.

6. Broadcasts.

Coach acknowledges that from time to time the University may be presented with opportunities for the production and distribution of radio, television and/or internet broadcasts relating to the Program and/or the University's athletics program in general (the "Broadcasts"). Coach shall appear and participate in such Broadcasts in accordance with the instructions of the University. The timing and location of such Broadcasts shall be mutually agreed upon by the parties. In addition, Coach acknowledges that the University may require Coach to record generic or topical television or radio promotions for the promotion of such Broadcasts, and such other shows or events as determined by the University for the promotion of the University's athletics program.

7. Promotional Activities.

Coach acknowledges that from time to time opportunities to promote, publicize and/or raise funds for the University, the Program and/or the University's athletics program, and/or to participate in promotional activities or events of advertisers, sponsors, or affiliates of the University, will be presented to the University. Such opportunities may involve personal appearances, speeches, press conferences, and other similar activities and events which shall include, but not necessarily be limited to, meeting with donors or sponsors. Coach acknowledges and agrees that Coach may be required to participate in or to make special appearances at such activities and events in accordance with the instructions of the University.

8. Manufacturer Relationships.

Coach acknowledges that from time to time the University may enter into agreement(s) with one or more athletics footwear, equipment and/or clothing manufacturer(s) (collectively, the "Manufacturer") for use by the Manufacturer of Coach's personal services and expertise in the Coach's sport and/or for Coach's endorsement of the Manufacturer's products. In addition to providing such personal services and expertise to the Manufacturer, Coach shall grant to such Manufacturer the exclusive right and license to the unlimited use in any media (now known or hereafter created, including the internet) of Coach's name, etc., as provided in this Agreement when coaching for or otherwise representing the University, in connection with the production, advertisement, marketing, promotion, or sale of the Manufacturer's products. Throughout the Term, Coach shall take such actions as are necessary to enable the University to comply with its obligations under its agreement(s) with the Manufacturer, including, without limitation, wearing and/or using exclusively the products of the Manufacturer as and to the extent required thereby. During the Term, Coach shall not enter into or maintain any endorsement, promotional, consulting, or similar agreement (i) with any person or entity that licenses, manufactures, brands, or sells athletic products, whether through retail locations, on-line, by direct mail, television shopping networks, or otherwise; (ii) that would prohibit or otherwise restrict the Manufacturer's use of Coach's name, etc., as provided in this Agreement, or subject such use to a third party's approval, or (iii) that would otherwise cause the University to violate its agreement(s) with the Manufacturer.

9. Communications.

Coach shall follow any and all protocols established from time to time by the Chancellor and/or the Director of Athletics with respect to contact with University officials (including, without limitation, members of the Board of Trustees) about matters of concern relating to the Program and/or the Department of Athletics. The foregoing shall not be deemed to prohibit non-substantive social discourse between Coach and University officials in the context of social or other gatherings at which Coach and one or more University officials are present, but discussion of all substantive issues (including, without limitation, items of concern) about the Program or

the Department of Athletics shall be handled in accordance with established protocols. In addition, Coach shall at all times recognize that as part of the University's administration and its publicly visible representative, Coach has an affirmative duty to support the policies and academic priorities of the University in Coach's actions and in public discourse.

10. Compliance With Applicable Rules.

- (a) Compliance. In performing Coach's duties under this Agreement, Coach shall be familiar with, shall adhere to, and shall promote within the Program an atmosphere of compliance with all applicable Governing Body Requirements and other applicable legislation. This shall include, but not be limited to, any laws and Governing Body Requirements related to recruiting and furnishing unauthorized extra benefits to recruits and student-athletes, including, but not limited to, the purchase and sale of game tickets and furnishing unauthorized transportation, housing, and meals. This shall also include, but not be limited to, laws and Governing Body Requirements relating to sports agents, gambling, betting, and bookmaking, and the illegal sale, use, or possession of controlled substances, narcotics, substances banned by the NCAA or other applicable regulatory entity, or other chemicals, steroids, or performance enhancing drugs. As part of these duties, Coach shall adhere to all applicable rules, procedures, practices, and directives of the University, as in effect from time to time. Coach shall use Coach's best efforts in good faith to cause all team members, University personnel whom Coach is responsible for supervising (directly or indirectly), and representatives of the University's athletics interests to comply with all applicable Governing Body Requirements. If Coach shall become aware of any fact, occurrence, circumstance or state of affairs that would cause a reasonable person to suspect a violation of any Governing Body Requirement, Coach shall immediately report such to the University's Director of Athletics and Associate Athletic Director for Compliance.
- (b) Inappropriate Involvement. Coach shall exercise due care to avoid inappropriate involvement by Coach or any individual (including, but not limited to, student-athletes) under Coach's supervision with non-employee "representatives of the institution's athletic interests" (as defined by NCAA Bylaws) which is contrary to the Governing Body Requirements. Within a reasonable time after becoming aware of any potential action by Coach in violation of this Section, the University shall notify Coach of any concerns that it may have regarding such involvement. This notice shall not preclude the University from taking appropriate disciplinary action.
- (c) Institutional Control. Coach recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control as contemplated by the Governing Body Requirements over every aspect of the Program. Coach agrees to recognize and respect the reporting relationships and the organizational structure of the University.

- (d) Obligation to Furnish Certain Information. Coach shall furnish to the University, upon request, any information which the University considers necessary or reasonably useful for purposes of any investigation of any potential infraction of any Governing Body Requirement involving the Program or the Department of Athletics. This provision shall survive any expiration or termination of this Agreement.
- (e) Consequences of Violation. In the event that Coach or personnel under Coach's direct or indirect supervision is/are found to be in violation of any Governing Body Requirement while Coach is employed pursuant to this Agreement, Coach shall be subject to disciplinary or corrective action as set forth in relevant NCAA, governing body, ACC, and/or University disciplinary and/or enforcement procedures. Without limiting other available remedies, Coach may be suspended for a period of time without pay, or Coach's employment may be terminated for cause as provided for in this Agreement, if Coach is found to have been involved in serious or repetitive violations of Governing Body Requirements or otherwise as contemplated by the applicable enforcement procedures. For purposes of this Section, serious violations shall include, but are not limited to, any violation involving Coach or a camp-related entity associated with Coach that results in sanctions against the University such as probation, forfeiture of athletic contests, loss of scholarships, prohibition against conference, championship or telecast appearances, restrictions on a coach's right to recruit, or any other similar sanction that the NCAA, governing body, or ACC may impose under its Governing Body Requirements in effect from time to time.

11. Representation of the University.

- (a) By Coach. Coach shall represent the University in a dignified manner and shall dress in attire appropriate to each occasion or setting at or in which Coach is present. Coach shall also conduct both Coach's employment activities and Coach's personal life in a manner that will not bring disgrace or embarrassment to the University or Coach; that will not in the University's reasonable discretion tend to shock, insult, or offend the greater North Carolina and/or University alumni communities; that does not in the University's reasonable discretion manifest contempt or disregard for diversity, public morals, or decency; and that complies with applicable University policies, procedures, and rules with respect to personal conduct.
- (b) By Others. Coach shall use Coach's best efforts in good faith to cause all Program members and University personnel whom Coach is responsible for supervising to conduct both their activities in connection with the Program and their respective personal lives in a manner that will not bring disgrace or embarrassment to the University or themselves; that will not in the University's reasonable discretion tend to shock, insult or offend the greater North Carolina and/or University alumni communities; that does not in the University's reasonable discretion manifest contempt or disregard for diversity, public morals,

or decency; and that complies with applicable University policies, procedures, and rules with respect to personal conduct.

12. Use of Name, Etc.

Coach consents to the use of Coach's name, nickname, initials, autograph, signature, voice, video or film portrayals, photograph, image or likeness, and any other means of endorsement or identification of or by Coach, including statistical, biographical, or other information or data relating to Coach, by the University or by any party under contract with the University in the conduct and promotion of the University, the University's athletics program and/or the Program, and as otherwise contemplated by this Agreement.

13. Termination by University for Cause.

The University may terminate this appointment for Cause at any time upon written notice to the Coach. For purposes hereof, "Cause" shall mean the following:

- (a) Material failure to perform any of the duties specified in this Agreement;
- (b) A violation by the Coach, or knowing participation by the Coach in a violation, or a violation which the Coach condoned, of an NCAA regulation or bylaw, or of an ACC regulation or bylaw, of a policy of or applicable to the University, or any other Governing Body Requirement. For purposes of this Section, whether or not a violation has occurred shall be reasonably determined in the sole discretion of the University after its review of the relevant facts and circumstances;
- (c) Any action which is:
 - (i) taken by the Coach or someone supervised by the Coach, or
 - (ii) taken at the direction of the Coach or someone supervised by the Coach, or
 - (iii) known by the Coach or someone supervised by the Coach and not reported to the Department of Athletics Compliance Office by the Coach or person supervised by the Coach, and which results in any form of disciplinary finding, action against, or sanction for the Coach or the Program by the NCAA, ACC, University, or other regulatory body (exceeding an institutional letter of admonishment or reprimand). With respect to actions taken by someone supervised by the Coach or actions taken at the direction of someone supervised by the Coach, Coach shall not be subject to termination for cause if Coach can establish beyond a reasonable doubt that, consistent with NCAA rules, Coach promoted an atmosphere of compliance and properly monitored the conduct of the individual supervised by Coach;

- (d) Conviction by the Coach of any felony or any crime that involves dishonesty, or behavior by the Coach that displays a continual or serious disrespect for the integrity and ethics of the University;
- (e) Misconduct of Coach, or misconduct by an assistant coach or staff member of which Coach knew, had reason to know, or should have known through the exercise of reasonable diligence or which Coach condoned, of such a nature, as reasonably determined in the discretion of the University, that would tend to bring disrespect, contempt, or ridicule upon the University, or which brings discredit to the University, or which harms the University's reputation, or which reasonably brings into question the integrity of Coach, or that would render Coach unfit to serve in the position of Head Coach;
- (f) Failure to assure the fair and responsible treatment of student-athletes with regard to their health, welfare, safety and discipline including, but not limited to, actions consistent with NCAA legislation and the NCAA principle of student-athlete well-being;
- (g) Prolonged absence from duty without the consent of the Director of Athletics;
- (h) Any other material breach by the Coach of the terms of this Agreement or of University or Department of Athletics policy; or
- (i) Any of those causes specified in Section VIII.1 of the *Employment Policies for EPA (EHRA) Non-Faculty Research Staff, Instructional Staff, and Tier II Senior Academic and Administrative Officers of the University of North Carolina at Chapel Hill*, attached hereto and incorporated herein by reference, as such Employment Policies may be amended from time to time.

In the event of a termination of the Coach for "Cause," the University's sole obligation to the Coach shall be payment of Coach's compensation earned from the University through the date of such termination, and any eligible leave payout as afforded under the University's EHRA Non-Faculty employee policies. Any process to terminate Coach for Cause shall be conducted in compliance with all relevant University policies.

14. Automatic Termination Upon Death or Disability of Coach.

- (a) This Agreement shall terminate immediately and automatically without notice in the event that Coach dies. This Agreement shall terminate, upon reasonable notice to Coach by University, in the event that Coach becomes and remains unable to perform the essential functions of Coach's employment hereunder for a period of ninety (90) consecutive days or ninety (90) days in any one hundred fifty (150) day period by reason of medical illness or incapacity. Such determination of Coach's inability to perform Coach's duties shall be made in the sole judgment of the Chancellor and Director of Athletics; provided, however, that the

Chancellor and Director of Athletics shall, prior to making such judgment, seek the advice and opinion regarding such disability of an impartial physician competent to provide such advice and opinion, as may be mutually agreed upon by Coach or Coach's legal representative(s) and the Director of Athletics of the University. If Coach or Coach's legal representative(s), as the case may be, and the Director of Athletics are unable to agree upon such physician, the selection shall be made by the Dean of the School of Medicine of The University of North Carolina at Chapel Hill.

- (b) If this Agreement is terminated pursuant to Section 14(a), above, because of death, the Coach's salary and all other benefits shall terminate as of the end of the calendar month in which death occurs, except that the Coach's personal representative(s) or other designated beneficiary shall be paid all death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by the University and due the Coach as an EHRA Non-Faculty Employee under the University Policies.
- (c) In the event that Coach becomes and remains unable, in the sole judgment of the Chancellor and Director of Athletics, to perform the essential functions of Coach's employment hereunder for a period of ninety (90) consecutive days or ninety (90) days in any one hundred fifty (150) day period because of medical illness or incapacity and the University thereupon affords notice of termination under Section 14(a), above, except for (i) payment of amounts due Coach accrued hereunder prior to the date of termination, and (ii) payment of any disability benefits to which Coach may be entitled pursuant to any disability program in which Coach is enrolled through University, the University shall have no further liability to Coach pursuant to this Agreement. Specifically and without limitation, at the end of such ninety (90) or one hundred fifty (150) day period, as applicable, all salary and other benefits shall terminate, except that Coach shall be entitled to receive payment of any disability benefits to which Coach is entitled under any disability program in which Coach is enrolled through the University.
- (d) Notwithstanding any other provision herein, this Agreement does not and shall not be construed to afford University the right to take any action that is unlawful under the Americans with Disabilities Act or to constitute in any respect a waiver of rights under such Act.
- (e) The termination of this Agreement under Section 14(a), above, shall not constitute a breach of this Agreement, and, except for the payments required by this Section 14, if any, Coach hereby, to the fullest extent allowable by law, waives and relinquishes all rights to payment of compensation, damages or other relief on account of such termination.

15. Termination by University Without Cause; Liquidated Damages.

- (a) Following consultation between the Chancellor and Director of Athletics, this Agreement may be terminated unilaterally by the Chancellor or the Director of Athletics at any time upon written notice to Coach, in the absence of Cause (as "Cause" is defined in Section 13 of this Agreement).
- (b) In the event this Agreement is terminated pursuant to Section 15(a), above, University shall pay Coach liquidated damages in lieu of any and all other legal remedies or equitable relief in an amount equal to the sum total of any remaining unpaid Base Salary payments due to Coach under this Agreement as set forth in Section 3 provided, however, that the liquidated damages payable pursuant to this Section 16(b) shall be subject to offset, as set forth in Section 15(c), below.
- (c) Payment of the amount determined pursuant to Section 15(b) shall occur over the remaining term of the Agreement as follows: (1) on the effective date of termination without Cause, payment shall be made of amounts due with respect to the remainder of that contract year; and (2) payments due hereunder with respect to each subsequent contract year shall be made on the last day of each six month period of each such subsequent contract year, until all amounts due have been paid in full. Coach acknowledges and agrees that the amount of liquidated damages due pursuant to this Section 15 shall be reduced by any compensation received by Coach during the time period remaining under this Agreement for services provided by Coach in a coaching position for any college, national governing athletic body, or professional athletic program, or as a commentator for ABC/ESPN, NBC, CBS, FOX, or other national, regional, or local media entity or their successors or assigns. Coach shall account to University for any such compensation by providing a statement in writing ten (10) business days prior to each scheduled payment date setting forth the amount of such compensation earned by Coach during the preceding contract year, and in total since the effective date of termination. Amounts for services shall be deemed "earned" at the time the services are provided, regardless of when actual payment for such services is received. In addition, Coach agrees to provide the University with a copy of his W-2 form for each calendar year as long as the University has the obligation to make payments under this Section 15. Except as specifically provided above in this Section 18, the University in such case shall not be liable to Coach for compensation, for benefits with respect to periods after the effective date of termination, or for any collateral business opportunities or other benefits or activities entered into pursuant to this Agreement which may be related to Coach's position as Head Coach of the Program.
- (d) The parties have bargained for and agreed to this liquidated damages provision, giving consideration to the following: (1) this is an Agreement for personal services; and (2) the parties recognize that a termination of this Agreement by University prior to its natural expiration could cause Coach to lose benefits, compensation, and/or outside compensation relating to Coach's employment at

University, which damages are difficult to determine with certainty. Therefore, the parties have agreed upon this liquidated damages provision and further agree that the liquidated damages provided for herein are reasonable in amount and not a penalty.

- (e) Termination of this Agreement upon the death or disability of Coach, as provided in Section 14 of this Agreement, shall not give rise to a right to liquidated damages pursuant to this Section 15.

16. Termination by Coach.

- (a) Coach recognizes that Coach's promise to work for University for the entire term of this Agreement is an essential consideration in University's decision to employ Coach in the capacity of Head Coach of the Program. Coach also recognizes that the University is making a highly valuable investment in Coach's continued employment by entering into this Agreement and its investment would be lost or diminished were Coach to resign or otherwise terminate Coach's employment as Head Coach of the Program with University prior to the expiration of this Agreement. Coach nevertheless may terminate this Agreement for any reason upon written notice to University.
- (b) The parties agree that Coach shall be required to notify the Director of Athletics prior to engaging in discussions about prospective employment with other educational institutions through their representatives or agents, including discussions related to offers of administrative opportunities at other educational institutions, and that failure to provide the requisite notice prior to engaging in any such discussions shall constitute a material breach of this Agreement.

17. Termination by Agreement of Both Parties.

This Agreement may be terminated at any time upon mutual written agreement of the parties.

18. Additional Provisions.

- (a) Confidentiality. Coach acknowledges that while employed by the University Coach will occupy a position of trust and confidence and will receive and have access to Confidential Information, as hereinafter defined. Coach acknowledges that such Confidential Information is specialized, unique in nature and of great value to the University, and that such information gives the University a competitive advantage. During the Term and thereafter, Coach shall not use the Confidential Information or disclose the Confidential Information to any third party, except (i) as required to perform Coach's duties to the University in a

manner consistent with professional standards and obligations; (ii) as authorized by the University; (iii) in furtherance of the University's legitimate business interests; (iv) to comply with any applicable law, regulation, Governing Body Requirement or accreditation standard; or (v) to the extent such Confidential Information shall have become public other than by Coach's unauthorized use or disclosure. Notwithstanding the foregoing, in no event shall Coach use or disclose Confidential Information if such use or disclosure could reasonably be expected to expose the University to competitive disadvantage or legal liability, or could otherwise harm the University. For purposes of this Agreement, "Confidential Information" means any information not generally available to the public regarding the University or its actual or prospective students, employees, alumni or donors and shall include, without limitation, information regarding actual or potential activities of the University; admissions information; fundraising information; financial statements, budgets, projections, or other financial information; the identities of persons under consideration for positions as trustees, officers or employees of the University; vendor contracts and/or pricing; customer information and/or pricing; information regarding actual or potential NCAA, league, conference, governing body, legal or regulatory proceedings; and any other information that should by its nature or context be recognized as proprietary and/or confidential.

- (b) Return Of Documents And Property. All materials or articles of information including, without limitation, personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to Coach by University or developed by Coach on behalf of University or at University's direction or for University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of University. Coach agrees to deliver or return to the University, at the University's request at any time or upon termination or expiration of Coach's employment or as soon thereafter as possible, all such property furnished by the University or prepared, maintained, or acquired by Coach in the course of Coach's employment by the University including, without limitation, computer equipment, keys, documents, computer tapes and disks, records, lists, data, drawings, prints, notes and all other written information, in any form or media and including all copies.
- (c) Public Record. Coach acknowledges that this Agreement is a public record subject to disclosure under North Carolina's Public Records Law.
- (d) Remedies for Breach. Coach expressly agrees and understands that the remedy at law for any breach by Coach of this Section 18 will be inadequate and that damages flowing from such breach often are not susceptible to being measured in monetary terms. Accordingly, it is acknowledged that upon Coach's violation of any provision of this Section 18 the University shall be entitled to obtain from any court of competent jurisdiction immediate injunctive relief and obtain a temporary order restraining any threatened or further breach as well as an equitable accounting of all profits or benefits arising out of such violation. Nothing in this Section 18 shall be deemed to limit the University's remedies at law or in equity

for any breach by Coach of any of the provisions of this Section 18, which may be pursued by or available to the University.

- (e) Survival of Provisions. The obligations contained in this Section 18 shall, to the extent provided in this Section 18, survive the termination or expiration of Coach's employment with the University and, as applicable, shall be fully enforceable thereafter in accordance with the terms of this Agreement. Coach agrees that the restrictions set forth in this Section 18 are reasonable and necessary in order to adequately protect the University's interests, and agrees not to challenge the reasonableness of any such restriction in any proceeding to enforce it. If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 18 is excessive in duration or scope or otherwise unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state.
- (f) Assignment; Successors. This Agreement, in accordance with its terms and conditions, shall inure to the benefit of and be binding upon University, its successors and assigns, and Coach, Coach's heirs, executors, administrators, and legal representatives.
- (g) Taxes. Coach acknowledges that, in addition to the salary provided for in this Agreement, certain benefits Coach receives incident to Coach's employment relationship with University may give rise to taxable income. Coach agrees to be responsible for the payment of any taxes (including federal, state, and local taxes) due on such income. Coach also understands that University will withhold taxes on amounts paid or due to Coach and the value of benefits provided to Coach, to the extent required by applicable law and regulation. Coach shall comply with all applicable reporting and record-keeping requirements in regard to compensation, benefits, and reimbursed expenses.
- (h) Severability. In the event that a court of competent jurisdiction determines that any portion of this Agreement is unenforceable or in violation of any law or public policy, only the portions of this Agreement that are unenforceable or that violate such law or public policy shall be stricken. All portions of this Agreement that are enforceable or that do not violate any law or public policy shall continue in full force and effect. Further, any court order striking any portion of this Agreement shall modify the stricken terms as narrowly as possible to give as much effect as possible to the intentions of the parties under this Agreement.
- (i) Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered or certified mail to Coach's residence in the case of Coach, or to the offices of the Director of Athletics and Chancellor, in the case of University.

- (j) Situs. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. The exclusive venue in any judicial action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in the State of North Carolina. The parties acknowledge that such courts have jurisdiction to interpret and enforce the provisions of this Agreement, and the parties consent to, and waive any and all objections that they may have to personal jurisdiction and venue in such courts.
- (k) Equal Participants. Each party hereto shall be viewed as an equal participant, and each party agrees that there shall be no presumption against the drafting party.
- (l) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by the foregoing means shall be deemed to be their original signatures for all purposes.


19. Entire Agreement.

- (a) Effective upon signature by both parties, this instrument cancels all prior agreements between the parties hereto and contains the entire agreement of the parties. It may not be changed orally. This Agreement and any amendments thereto shall be effective only if signed by both parties and approved, as required, pursuant to the policies of the Board of Governors of The University of North Carolina. Coach acknowledges and agrees that neither the University nor anyone acting on its behalf has made, and is not making, and in executing this Agreement, the Coach has not relied upon, any representations, promises or inducements except to the extent expressly set forth in this Agreement. In the event of any conflict between the terms of this Agreement and any University policy, procedure, rule or regulation, the terms of this Agreement shall control.
- (b) Coach affirms and represents that Coach is under no obligations to any current or former employer or other third party, or pursuant to any applicable statute or regulation, which are in any way inconsistent with, which impose any restriction upon, or which require any payment by or on behalf of Coach in view of, Coach’s employment by the University or Coach’s undertakings under this Agreement, or that prevent Coach from complying with any other agreement that the University has with a third party

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.


FOR AND ON BEHALF OF
THE UNIVERSITY OF NORTH
CAROLINA AT CHAPEL HILL



Lawrence (Bubba) Cunningham
Director of Athletics

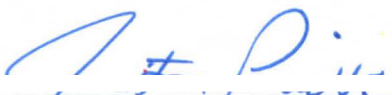
9/29/18
Date

COACH



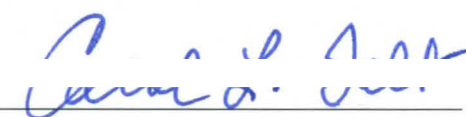
Brian Kalbas
Head Women's Tennis Coach

9/29/18
Date



Jonathan Pruitt
Vice Chancellor for Finance and Operations

10/5/18
Date



Carol Folt
Chancellor

10.5.18
Date